

1 BARRY E. HINKLE, Bar No. 071223
2 PATRICIA A. DAVIS, Bar No. 179074
3 CONCHITA LOZANO-BATISTA, Bar No. 227227
4 KRISTINA M. ZINNEN, Bar No. 245346
5 WEINBERG, ROGER & ROSENFELD
A Professional Corporation
6 1001 Marina Village Parkway, Suite 200
Alameda, California 94501-1091
Telephone 510.337.1001
Fax 510.337.1023
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8 Attorneys for Plaintiff

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11 UNITED STATES DISTRICT COURT
12 NORTHERN DISTRICT OF CALIFORNIA

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THE BOARD OF TRUSTEES, in their capacities as Trustees of the LABORERS)
HEALTH AND WELFARE TRUST FUND)
FOR NORTHERN CALIFORNIA;)
LABORERS VACATION-HOLIDAY TRUST)
FUND FOR NORTHERN CALIFORNIA;)
LABORERS PENSION TRUST FUND FOR) **[PROPOSED] TOTAL JUDGMENT BY**
NORTHERN CALIFORNIA; and LABORERS) **DEFAULT**
TRAINING AND RETRAINING TRUST)
FUND FOR NORTHERN CALIFORNIA,)
Plaintiff,)
v.)
BUILDEX, INC., A California Corporation; and)
BUILDEX, INC. doing business as CLEANEX,)
INC.,)
Defendants.)

This Court issued its Order Granting in Part Motion for Default Judgment in favor of Plaintiffs, THE BOARD OF TRUSTEES, in their capacities as Trustees of the LABORERS HEALTH AND WELFARE TRUST FUND FOR NORTHERN CALIFORNIA; LABORERS VACATION-HOLIDAY TRUST FUND FOR NORTHERN CALIFORNIA; LABORERS PENSION TRUST FUND FOR NORTHERN CALIFORNIA; and LABORERS TRAINING AND

1 RETRAINING TRUST FUND FOR NORTHERN CALIFORNIA (hereinafter "Plaintiffs"), and
 2 against Defendants, BUILDEX, INC., A California Corporation; and BUILDEX, INC. doing
 3 business as CLEANEX, INC. (hereinafter "Defendants"), which was signed by the Honorable
 4 Thelton E. Henderson and filed with the Court on October 19, 2010. (Document No. 69.) Having
 5 considered the pleadings and arguments in this matter, and good cause appearing, this Court

6 **FINDS AS FOLLOWS:**

7 1. The Complaint in this matter was filed with this Court on January 22, 2009.
 8 2. Defendants were duly served with process in this matter;
 9 3. That no answer or other responsive pleadings having been filed within the time
 10 permitted by law, default was entered against the Defendants on February 12, 2010;
 11 4. Defendants have been employers within the meaning of section 3(5) and section 515
 12 of ERISA (29 U.S.C. §§ 1002(5), 1145) and employers in an industry affecting commerce within
 13 the meaning of section 301 of the LMRA (29 U.S.C. § 185);
 14 5. The Court finds the allegations in the Complaint on file herein are true including the
 15 fact that Defendants have been bound to a written Collective Bargaining Agreement with the
 16 Northern California District Council of Laborers, a labor organization within the meaning of
 17 LMRA §301, 29 U.S.C. §150. By virtue of becoming bound to the Collective Bargaining
 18 Agreement, Defendants became subject to all the terms and conditions of the various Trust
 19 Agreements referred to in the Complaint; and
 20 6. That Defendants have failed, neglected or refused to submit to an audit as requested
 21 by Plaintiffs pursuant to said Collective Bargaining Agreement and Trust Agreements, and the
 22 Order Granting in Part Motion for Default Judgment entered October 19, 2010.

23 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT** Judgment be
 24 entered in favor of Plaintiffs and against Defendants as follows:

25 1. Defendants are ordered to submit to an audit by auditors selected by the Trust Funds
 26 at Defendants' premises during business hours, or where the records are kept, at a reasonable time
 27 or times, and to allow said auditors to examine and copy such books, records, papers, reports of

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1 Atlas, relating to the time period beginning January 1, 2004 to the present, that are relevant to the
2 enforcement of the collective bargaining agreement or Trust Agreements, including but not limited
3 to the following:

4 Individual earning records (compensation); W-2 forms; 1096 and 1099
5 forms; reporting forms for all Trust Funds; State DE-3 tax reports;
6 workers compensation insurance report; employee time cards; payroll
7 journal; quarterly payroll tax returns (form 941); check register and
8 supporting cash voucher; Form 1120- 1040 or partnership tax returns;
9 general ledger – (portion relating to payroll audit);

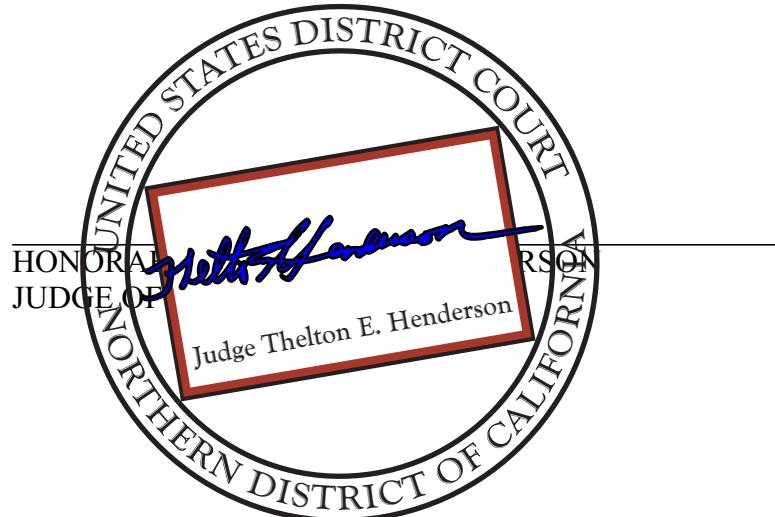
10 2. This Court shall retain jurisdiction of this matter to enforce the Order compelling an
11 audit and payment of any amounts found due and owing as a result of the audit;

12 3. Defendants are directed and permanently enjoined to timely submit all required
13 monthly contribution reports and contributions due and owing by Defendants; and

14 4. Defendants are ordered to pay Plaintiffs' attorneys' fees of \$4,825.00 and costs of
15 \$642.21.

16 DATED: 04/13/2011

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WEINBERG, ROGER &
ROSENFELD
A Professional Corporation
1001 Marina Village Parkway
Suite 200
Alameda, CA 94501-1091
510.337.1001